

SECTION IV.10. **Live-in Care**

A. Definition

“Live-in care” for this purpose is defined as an unlicensed living arrangement where the individual receiving care lives in the home of an unrelated caregiver. In this arrangement, room, board, and care are provided to no more than two individuals who are unrelated to the caregiver. Though this living arrangement is not a formal Choices for Care (CFC) service, individuals may utilize home-based services in this arrangement. This section defines the requirements for receiving CFC home-based services in a live-in care arrangement.

B. Live-in Care Standards

In order for an individual to receive CFC services while residing in a live-in care arrangement, the following standards shall be met:

1. The live-in caregiver shall follow the applicable CFC services Principles.
2. If consumer or surrogate directed, the consumer or surrogate employer must meet the certification requirements and follow “Employer Responsibilities” as outlined in the Employer Handbook.
3. The live-in caregiver shall adhere to the approved activities and limitations for the applicable CFC services being provided in a home-based setting.
4. The homeowner must follow all applicable landlord/tenant laws and Life Safety codes.
5. A written Room and Board agreement between the individual and the live-in caregiver must be in place with a copy on file at DAIL. The agreement must be updated as necessary.
6. The room and board agreement shall reflect a reasonable room and board rate.
7. The live-in caregiver must communicate with the case manager regarding the participant’s needs on a regular basis and participate in regular assessment and monitoring activities.

C. Approved Activities

Live-in caregivers may provide approved activities according to the following CFC home-based services:

1. Personal Care Services
2. Respite Care Services
3. Companion Services

D. Case Management Expectations

Case managers shall follow the current CFC Case Management standards as outlined in Section IV.1 of the CFC manual. In addition, case managers shall do the following when providing CFC services to a consumer living in an AFC arrangement:

1. Assess the needs of individual in the context of the live-in care arrangement, taking into consideration any overlapping services with other residents.
2. Clearly identify the live-in care arrangement in the assessment.
3. Ensure that the individual's preferences and choices are reflected in the CFC Service Plan, service development, and room and board agreement.
4. Include a copy of the room and board agreement with the CFC initial assessment and as needed when updated.
5. Provide a copy of the approved Service Plan to the live-in caregiver.
6. Monitor the health and welfare of individual.

E. Limitations

In the context live-in care, CFC shall not pay for the following:

1. Home maintenance and repair.
2. 24-hour care and/or supervision.
3. Room and board.
4. Any service already paid to the live-in caregiver as described in the room and board agreement or in a separate, private arrangement (e.g. "Contract for Care").

Refer to applicable Manual Sections for other specific eligibility and service limitations for Personal Care, Respite Care, and Companion.